



CONTRACT NO: 15-04-17-03

Delaware State Foundation Inc. Banking

Bid packets must be received by
3:00 p.m.,
May 15, 2015

Delaware State Foundation
Room 321
Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact
Jessica Wilson
(302) 857-6272
(302) 857- 6278 (FAX)

TO: ALL BIDDERS

The enclosed packet contains a “REQUEST FOR PROPOSAL” for **Banking for The Delaware State Foundation Inc.** The bid consists of the following documents:

REQUEST FOR PROPOSAL – CONTRACT NO. 15-04-17-03

1. Definitions and General Provisions
2. Special Provisions, Request for Proposal, and Scope of Work
3. Bid Reply Section
 - a. Non-Collusion Statement and Acceptance
 - b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 3:00 p.m., May 15, 2015, to be considered. Please submit copies of your response as:

- Soft copy: One set on a CD
- Hard Copy: One original and four copies

Submittals and requests for information relative to this Request for Proposal should be addressed to:

Jessica Wilson
Delaware State Foundation
Administration Building, Room 321
1200 North DuPont Highway
Dover, DE 19901-2277
Phone: (302) 857-6272, Fax: (302) 857-6278
Email: jwilson@desu.edu

Minority Business Enterprise (MBE), Women Owned Business Enterprise (WBE), veteran owned business (VOBE), service disabled veteran owned business (SDVOBE), and Individuals with Disabilities Owned Business Enterprise (IWDBE) will be afforded full opportunity to submit bids, and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State Foundation reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days’ notice be certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State Foundation reserves the right to reject any and all items, bids and waive all informalities.

TIMELINES AND SCHEDULES *

Task(s)	Date
RFP issued by the University	April 17, 2015
Deadline for advance RFP Questions (Noon EST)	April 28, 2015
Answers to RFP questions available online	May 4, 2015
Proposals due (3:00 p.m. EST)	May 15, 2015
Notification of Award	June 1, 2015

* Each date subject to change

SECTION 100.00 BID GENERAL INFORMATION:

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

State:	The State of Delaware
Board:	The Delaware State Foundation Board of Trustees
Foundation:	The Delaware State Foundation
Designated Official:	The person authorized to act for the Delaware State Foundation Board of Trustees
Inspector:	Individual authorized by the Foundation to act as its agent to inspect any feature of the material or work entering into the contract
Bidder:	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
Contractor:	Any individual, firm or corporation with whom a contract is made by the Foundation
Surety:	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
Bid:	The proposal submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
Advertisement For Bid:	The public announcement that the Foundation is inviting bids covering work to be performed or materials or equipment to be furnished
Bid Bond:	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Foundation if the work to be performed or the materials to be furnished is awarded to him
Special Provisions:	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
Contract:	<p>The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following:</p> <ul style="list-style-type: none">A. Bid by firm or individual furnishing materials and/or servicesB. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bidding documentsC. Approved Foundation purchase order
Performance, Labor & Material Payment Bond:	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

INTRODUCTION

PURPOSE

Delaware State Foundation is seeking Proposals from qualified firms to provide Banking Services for the DSU Foundation.

BACKGROUND

Delaware State Foundation (previously known as Delaware State College) is a public, comprehensive 1890 land-grant Foundation established by the Delaware General Assembly on May 15, 1891. The Foundation has since developed into a 460-acre complex (originally from 100 Acres) and has undergone two name changes. The name was changed from the State College for Colored Students to Delaware State College in 1947 and to Delaware State Foundation in 1993. In addition to its main campus in the State capital of Dover, it has additional locations in Wilmington and Georgetown, Delaware, and Hanoi, Vietnam. Currently, the Foundation consists of five Colleges and one school:

1. Agriculture and Related Sciences
2. Arts, Humanities, and Social Sciences
3. Business
4. Education, Health, and Public Policy
5. Mathematics, Natural Sciences, and Technology and
6. School of Graduate Studies and Research

Fifty-two baccalaureate, 26 masters, and five doctoral degrees are offered through 21 academic departments. There is also an Honors Program with an Honors Curriculum. Instruction is delivered in classes with an average 14:1 student-to-faculty ratio. Global connections include more than 20 formal international partnerships that facilitate student exchanges and research. For the third consecutive year, Delaware State Foundation has broken its enrollment record with a fall semester 2012 total enrollment of 4,425 students – which marks the first time the institution has gone over the 4,400 threshold. The record 4,425 enrollment surpasses the previous record of 4,178 set in in the fall of 2011. The 2012 enrollment figures include a record 3,955 undergraduates and a record 470 graduate students (master and doctoral students).

Delaware State Foundation received its first in accreditation in 1945 from Middle States. The Middle States Commission on Higher Education (MSCHE) has reaffirmed the accreditation of Delaware State Foundation for demonstrating that it continues to consistently meet the standards of excellence expected of universities.

Delaware State Foundation herein after referred to as “the Foundation” is requesting proposals from qualified banks for banking and cash management services beginning July 1, 2013. Any contract entered into as a result of the Request for Proposal (RFP) will be for a three years period with two one year extensions.

The Foundation’s goal is that banking and short-term investment activities maximize the benefits that accrue through the efficient processing of cash inflows and effective utilization of idle cash, as well as promote the economic stability and growth of the Foundation.

The banking services requested in this RFP include the Foundation’s Account.

Proposals are due May 15, 2015 at 3:00 p.m. Eastern Time. No faxed or e-mail proposals will be accepted.

The Foundation reserves the right to:

1. Accept or reject any and all proposals, in whole or in part, received as a result of this RFP.
2. Waive minor irregularities in proposals.
3. Allow a bank to correct a minor irregularity in its proposal.
4. Negotiate with all responsible vendors, in any manner necessary, to serve the best interests of the Foundation.
5. Terminate negotiations at any time and for any reason, or for no reason.

The proposer understands and agrees that the Foundation shall have no financial responsibility for any of the costs or losses incurred as a result of the proposer responding to the RFP.

SCOPE OF WORK DETAILS:

Banking and Cash Management Needs:

1. Monthly bank statements and checks/deposits images in PDF and Excel file format or other electronic format (please identify in your response);
2. Online access to accounts transaction history and balances, and canceled check images;
3. Unlimited mobile deposits or conversion of checks into ACH's on site.
4. Download of bank transaction files for electronic reconciliation;

Return Deposit Items. The bank shall:

- a. Automatically redeposit via the ACH system those deposit items that qualify under NACHA rules;
- b. Automatically redeposit as checks those deposit items that do not qualify under ACH rules for ACH re-deposits; and
- c. Forward all deposited items returned that have been returned a second time and provide the following data (if available):

Name and account number,

- Date and amount of item returned,
- Reason for return, and
- Serial number of original deposit ticket.

Note: Return item charges will only be accepted as of the date of physical return to the bank and only for the amount of the return item. No additional charges (for example: return deposit float and penalties) will be accepted.

Automated Stop Payments: The Foundation prefers that stop payments be in effect for six months. Checks more than 180 days old should be returned automatically with no transactional fees.

The bank shall:

- a. Provide access to the bank's stop payment file from a menu of services available in its automated balance/information system;
- b. Provide industry-acceptable security for this system;
- c. Provide access to the bank's automated stop payment system from 8:30 a.m. to 4:30 p.m. each business day;
- d. Ensure that proper posting is received on all stop payments entered by the from 8:30 a.m. to 4:30 p.m. each business day;

- e. Allow the Foundation to enter the account number, check number, date, amount, and payee into the bank's system as the necessary data for posting an automated stop payment;
- f. Provide confirmation to the that the stop payment has been accepted and, in fact, posted to the proper account once the data has been entered by the Foundation;
- g. Allow the Foundation to rescind an automated stop payment from 8:30 a.m. to 4:30 p.m. each business day using the same data input and procedures stated above;
- h. Provide the Foundation with confirmation that the rescind has been accepted and, in fact, posted to the proper account once the data has been entered by the; and
- i. Allow the Foundation to utilize this automated system for any and all of its account.

Manual Stop Payments: In the event automated stop payments are unavailable or the agency cannot utilize the automated process, the bank shall:

- a. Honor stop payment requests from the Foundation until 4:30 p.m. daily;
- b. Ensure that stop payments become effective immediately upon notice to the bank, after bookkeeping verification that the item has not already been paid. It is understood that over the counter items are not included in the bookkeeping verification for the day the stop payment was placed.
- c. Provide written confirmation to the Foundation within three business days of the stop payment request;
- d. Provide rescission of stop payment requests until 4:30 p.m. daily;
- e. Ensure that rescission of stop payment requests become effective immediately upon notice by the Foundation;
- f. Provide written confirmation to the Foundation within three business days of the stop payment rescission request; and
- g. Provide high volume accounts with a continuous six-month stop payment listing that includes:
 - Date of issue
 - Serial number of check amount of check.

Online Viewing: The DSU Foundation requests the ability to view checks and deposit slips online.

ACH Transfers Outgoing – Automated - The bank shall:

- a. Provide for the delivery of an ACH file to the bank on a daily or as needed basis, and
- b. Process files of ACH transactions received by the bank within the Federal Reserve's daily processing window.

ACH Transfers Outgoing – Manual. The bank shall:

- a. Provide online access to the bank's ACH transfer network by properly authorized individuals of the Foundation. The bank will receive and maintain a list of persons who are authorized to initiate ACH transactions on behalf of the Foundation;
- b. Establish repetitive ACHs, including identifying detail codes, at the request of the Foundation; and

- c. Accept all repetitive ACH instructions entered by authorized persons via the bank's website, and process all repetitive ACH credits and debits initiated by the between 8:30 a.m. and 5:00 p.m.

Note: When the is unable to initiate its internet-based repetitive ACHs because of technical difficulties, it is expected that the bank will then process ACH requests that are made via telephone from authorized office personnel. The bank should provide instructions for this contingency.

- d. Assign a unique reference number to each transfer for control and research purposes;
- e. Provide various levels of password security for internet-based input approval, as well as a release authorization code, to include the use of individual security tokens to access the bank's ACH modules;
- f. Ensure that all ACHs settle on the designated effective date, according to the rules established by the Federal Reserve System. (Should the Federal Reserve adopt same-day settlement rules, the bank will comply with those rules and ensure that the Foundation's ACHs will receive same-day settlement.);
- g. Make available an online report that confirms all current-day and historical ACH transfer activity. This report must contain all relevant data, such as payee, amount, confirmation number, and transmission time and date; and
- h. Charge the proper Foundation accounts for ACHs on the date of settlement.

ACH Transfers Incoming. The bank shall:

- a. Not accept ACH debit transactions into the Foundation's main account unless approved by authorized members of the DSU Foundation. The bank shall ensure that an ACH debit block is placed on the account.
- b. Process all incoming ACH credit transfers for credit to the Foundation designated accounts; and
- c. Ensure that each incoming ACH transfer receives next day (one-day) availability (or better). When NACHA and the Federal Reserve implement same-day availability for ACH transfers, the Foundation will receive same-day credit.

Internal Bank Transfers - The bank shall:

- a. Receive and honor the list of authorized personnel, provided by the Foundation, who are authorized to request repetitive transfers and those that will receive confirmation of certain transfers;
- b. Accept transfers only between authorized accounts via telephone until 4:30 p.m. daily;
- c. Provide written confirmation to the DSU Foundation within three business days of each telephone transfer request;
- d. Provide industry-acceptable telephone transfer authentication, authorization, and security procedures between the bank and the Foundation for telephone transfer request; and
- e. Provide industry acceptable transfer authentication, authorization, and security procedures between the bank and the Foundation for all internal transfers.

Wire Transfers Outgoing – Automated. The bank shall:

- a. Provide direct on-line computer terminal or internet access to the bank's wire transfer network by properly authorized individuals of DSU Foundation as needed;

- b. Provide the ability to initiate only fully-repetitive wire transfers, with varying dollar amounts;
- c. Make available via terminal or internet a report that confirms all current-day incoming wire transfer activity. This report must contain all relevant data, such as payer, amount, time of wire, date of transaction, etc.
- d. Assign a unique reference number to each transfer for control and research purposes;
- e. Provide three levels of password security for terminal-based and internet-based input approval, as well as a release authorization code.
- f. Make immediately available an electronic confirmation (which must be printable) via terminal or internet; and
- g. Charge the proper Foundation account(s) for wires on the day they are actually sent.

Note: The Foundation prefers the automated wire process. However, as a backup system for the bank must be able to comply with the following section.

Wire Transfers Outgoing-Voice Initiated Repetitive and Non-Repetitive. Should automated procedures be unavailable, the bank shall:

- a. Process all outgoing wire transfers requested by the Foundation on a same day basis through the Federal Reserve System;
- b. Receive and honor a list of authorized personnel, provided by the who are authorized to request repetitive and non-repetitive wire transfers and those that will receive confirmation of certain wire transfer transactions;
- c. Receive and honor outgoing wire transfer requests by phone from 8:30 a.m. to 3:30 p.m. daily;
- d. Contact the Foundation for verification of wires received after 3:30 p.m. prior to executing them;
- e. Provide industry acceptable wire transfer authentication, authorization and security procedures between the bank and the Foundation for all wire transfers; and
- f. Charge the proper Foundation account(s) for wire transfers only on the day they are actually sent.

Wire Transfers Incoming. The bank shall:

- a. Provide immediate availability and posting credit for wire transfers received for the credit of the Foundation account; and
- b. Notify the Foundation's authorized personnel by telephone within one hour of receipt or rejection of the wire transfer.

Balance Reporting – Automated. The bank shall:

- a. Provide automated balance reporting (via on-line computer terminal), and
- b. Report no later than 8:30 a.m. the following data:
 - Combined closing ledger balances,
 - Combined closing collected balances,
 - Combined opening collected balances,
 - Total dollar amount of debits and credits for the account(s),
 - Opening and closing balance of the account(s), and
 - Float zero, one, and two-day items in the account(s).

Credit card/Debit cards:

- a. Provide ability to issue credit/debit cards to employees not listed on account
- b. Provide ability to customized each employees balance
- c. Provide ability to customize each employee with a separate credit/debit card number for easy tracking expenditures.

Proposal Package

The following items must be included in your proposal and packaged in a box clearly marked **“RFP for Banking for Delaware State Foundation“**.

A complete, but concise proposal, in the format provided, is recommended for ease of review by the Evaluation Team. Proposals should provide a straightforward, concise description of the respondent’s capabilities to satisfy the requirements of the RFP. All information requested must be provided. Delaware State Foundation reserves the right to disregard incomplete proposals.

Marketing and sales type information should be excluded. All parts, figures, and tables should be numbered and clearly labeled. Faxed and e-mailed proposals will not be accepted.

In order to facilitate evaluation, the proposing institution is instructed to follow the outline below in responding. Statements that do not follow the outline, or do not contain the required information may be considered as unresponsive quotes. Additional and more detailed information may be annexed to the main body of the reply.

Technical Requirements Outline

A. Respondent’s Contact Information.

This section should contain the name of the contact person, the address, and the telephone number of the bank submitting the proposal.

B. Minimum Qualifications

Any proposal that does not demonstrate that the Respondent meets these minimum qualifications by the proposal deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

1. Bank certifies that it has the professional experience and staffing necessary to serve the Foundation with the requested services. As part of its Technical Proposal Package, the Respondent needs to submit two Prior Engagement Descriptions. These will be used to verify the Respondent’s comparability of experience and to determine whether the Respondent meets specific Experience Minimum Qualifications, and therefore whether the Proposal Package will be forwarded to the Evaluation Team for review.
2. Bank certifies that it is an authorized public depository as determined by the State of Delaware and the Delaware State Department of Banking Insurance. Banks submitting a proposal must be legally able, under all applicable state and federal laws and regulations, to provide services to a component unit of the State of Delaware.
3. Bank must be “Chartered” and of known reliability and sufficient capital.

4. Bank must offer terms upon which they will offer temporary and emergency funds.
5. Banks must be FDIC insured. Foundation deposits in excess of FDIC coverage must be fully collateralized.
6. Bank certifies that it has all insurance(s) required by state and federal law; that the policies meet or exceed the mandated coverage requirement.
7. Bank certifies that it has professional or other liability insurances for other non-deposit services.
8. Bank must maintain a fully staffed branch in Dover, DE and within five miles of the Foundation's campus. If at any time the bank fails to meet this requirement, the bank understands that the Foundation has the right to require that the bank immediately turn over to the Foundation all funds on deposit, in any type of account or instrument, **without any penalty of any kind, or any delay of any kind.**

C. Bank Qualifications

The bank needs to certify that it has in place: adequate organization, facilities and personnel to ensure prompt and efficient services to the Foundation and its students. The Foundation reserves the right before recommending any award to inspect the facilities, organization and financial condition or to take any other action necessary to determine the ability to perform in accordance with specifications, terms and conditions.

The Respondent needs to provide information regarding the bank's history and structure, bank experience and client summary, capacity and resources, third party opinions, ratings, references, as well as disclosure regarding any material events, pending litigation, and any severed relationship.

D. Prior Experience Descriptive Summaries

Each Bank responding to this RFP should demonstrate its capabilities by providing two (2) accurate, Descriptive Summaries of representative engagements as part of the RFP.

In the two Descriptive Summaries, describe in detail the respondent's experience in providing the services requested in this RFP. If possible, Descriptive Summaries should focus on the respondent's experience with higher education clients.

E. Staff Qualifications

The Respondent is asked to provide an organizational chart of the bank with the key professional staff identified. Resumes of the key professional staff are requested.

The bank shall provide a designated account executive, an alternate, and the bank official with supervisory authority over the designated account executive. The designated account executive must have the authority to make timely decisions in the normal course of business on his/her own without having to refer to others within the bank.

A brief resume of the designated account executives must be submitted as part of the proposal. If any employees of the bank in these roles change, the Foundation shall be notified immediately. Failure to comply with any part of this provision shall permit the Foundation, at its sole discretion, to terminate the banking relationship, upon which the bank shall immediately turn over to the Foundation all funds on deposit, in any type of account or instrument, **without any penalty of any kind, or any delay of any kind.**

Please be specific as to the persons' competencies with banking services. In addition, please provide the names of prior and present public sector clients that these persons have served and describe the persons' level of experience in dealing with special requirements of providing banking services to public entities.

Please provide feedback of these persons from current and past customers of the bank. It is most useful to provide relevant references (similar in scope and complexity to the Foundation) and to provide contact information for any reference checking that the Foundation may wish to conduct.

1. Banking Services

- a. Please provide a description of reconciliation services available, including electronic reconciliation capabilities.
- b. Your institution must provide hard copy account statements by the third working day of the month.
- c. Explain the log-in process for accessing the on-line banking system and explain if there are any other safety measures in your system once logged in. Please explain the process of the extra security features.
- d. Provide a description of when deposits will be credited to accounts and when local and non-local checks deposited become available for us.
- e. Describe your bank's remote deposit capture process.
- f. Describe the daily deposit process. How are deposit changes handled, notified and documented?
- g. Describe any fraud security services that your bank offers such as Positive Pay or Reverse Positive Pay programs. Are there other fraud security features available? Please describe in detail.
- h. Describe wire transfer procedures including daily cut-off times, maximum amounts without advance notice and daylight overdrafts.
- i. Describe procedures for ACH and EFT transactions. A secure Internet-based transmission method will be considered more favorably in the evaluation process.
- j. Please identify the fully staffed service locations near the Foundation where deposits may be made. Also, note the deadline at each location for deposit delivery to ensure same-day credit.
- k. Describe your program that would enable the Foundation to access accounts in the bank's computer system, obtain the on-line status of account balances and perform account transfers, transactions, and provide on-line printed and/or downloaded information for the reconciliation of cleared and outstanding checks.
- l. Describe any other relevant on-line services your institution offers.
- m. Describe your institution's purchasing credit card program for departmental credit cards.
- n. Describe your institution's travel credit card program for individual credit cards.

- o. Are any of the services that your institution would offer the Foundation subcontracted out to a third-party, requiring a separate contractual agreement?
- p. Describe your process of notifying the Foundation of Bounced Checks, and ACH and direct deposits initiated by the Foundation that are kicked-back.
- q. Describe any other services that the bank believes would be of benefit to the Foundation.

2. Optional Services

In addition to the minimum requirements outlined above, the Foundation is interested in examining the availability of other optional services:

Support and Involvement

Describe the bank's expectations and/or assumptions of the Foundation's involvement or level of effort, including communication protocols necessary to keep banking services running smoothly.

Provide a list of questions you would need answered and the data or other Foundation resources you would need access to or to be provided by the Foundation to successfully establish and maintain banking services.

Describe how the bank's approach is different or more effective than other banks providing the same services. Describe any other program, service, expertise, experience, data or technology that provides the bank with a competitive edge or advantage that will provide a benefit to the Foundation. Include any lessons that you have learned.

Implementation Plan to Transition

This section of the Respondent's Technical Proposal should describe (if relevant) its proposed approach and implementation process for transitioning the Foundation from its current bank/banks to the Respondent's.

Further, the Respondent should describe the effort and skills necessary to complete the transition. The technical proposal should contain at least the following information:

- 1. A detailed list and timeline of the support activities, tasks, and reports that will need to be completed by the Foundation's current bank to enable the transition.
- 2. A detailed list and timeline of the support activities, tasks, and reports that will need to be completed by the Foundation.
- 3. A detailed list and timeline of the support activities, tasks, and reports that will need to be completed by the Respondent.
- 4. An overall schedule and flow chart showing the steps and describing how the transition will be accomplished.
- 5. A discussion of any/all computer interfaces with the Foundation that will be used or are available to provide services.
- 6. A summary of the problems which the bank might reasonably expect and the approaches to those anticipated problems.

Additional Information

This section should contain any additional information that the Respondent feels is pertinent information that has not been mentioned anywhere else in the RFP.

1. Frequency of contact (both in person and by phone)
2. Bulletins, webinars, and other material from the industry at no charge or discounted.
3. Proof in Insurance.

PROPOSAL EVALUATION CRITERIA (Total 100points)

Proposals will be evaluated in accordance with information provided by the Respondent in RFP and the criteria below. The Foundation reserves the right to evaluate additional criteria it deems appropriate, whether or not such factors have been stated in this section.

A. Qualifications and Experience – 30 points

1. Banks' Qualifications
 - a. Respondent bank's history, structure, experience and capacity
 - b. The safety and soundness of the financial institution
 - c. Respondent's total staff size and composition
 - d. Respondent's demonstrated experience with banking and cash management services the Foundation is requesting
 - e. Respondent's experience with educational institutions, particularly in Delaware
2. Prior Experience Descriptions
 - a. Prior Experience Descriptions – Relevance to services the Foundation is requesting and comparability in size and complexity
 - b. References provided in Prior Experience Descriptions: relevance and quality
3. Staff Qualifications
 - a. Local office staff size and resources
 - b. Commitment to provide continuity of qualified staff and to staff with local resources
 - c. Staffing structure (Organization Chart with key contacts highlighted),
 - d. Staff qualifications
 - e. References for assigned staff

B. Approach: Understanding our Needs – 50 points

1. Content and quality of responses to RFP questions regarding: Banking Services, and Optional Services
2. Management's involvement and commitment for direction and review of work
3. Degree of dedicated and priority attention by assigned banking personnel
4. Respondent's ability to provide adequate and convenient services
5. Respondent's ability to use and provide access to technology for services
6. Ease of technology utilization by Foundation employees and support provided by bank

7. Competitive differences
- C. Completeness and Applicability of Proposal Submission – 20 points
1. Conformance with and applicability of information to RFP requirements
 2. Quality and scope of the Proposal
 3. Overall quality of presentation including completeness and accuracy of information
 4. Reasonableness and clarity of Cost Estimate
- E. Extra Consideration
1. Implementation plan for (steps, timeline, flow-chart for transition)
 2. Explanation of work-plan and processes for on-going services
 3. Ability to integrate technology based products into and inter-operate with Foundation's existing software platforms (e.g. Excel)

The Foundation reserves the right to apply the above criteria in any manner that it deems necessary, and to evaluate each firm separately or comparatively, using these criteria as it sees fit. The Foundation also reserves the right to seek clarification for prospective firms on any issue in the proposal, invite specific firms for site visits or oral presentations, or take any other action it feels necessary to evaluate properly the proposals and construct a solution in the Foundation's best interest.

Contract Provisions

The contract to be entered into between the Foundation and the successful Respondent shall contain negotiated provisions based on the specific requirements set forth in this RFP and the successful Respondent's treatment thereof as contained in this proposal, as well as general University contract provisions.

The final award of this contract will be subject to the bank's execution of such a contract and the contract's approval by the Board of Trustees. Proposals should include an acknowledgment that the standard provisions included in University contracts are comprehended by the Respondent.

The contract will include:

- A. Time for commencing each of the services accepted;
- B. A provision for financial penalties for failure to adhere to the time commitments without reasonable justification;
- C. A provision stating there will be no assignment of subletting of the work to be performed without the written consent of the Foundation;
- D. A provision specifying that if for any reason a professional assigned to work on a specific bank service proves to be incompatible with the staff of Delaware State University, the University reserves the right to require the assignment of another person of equal qualifications to be assigned;

- E. A provision specifying that all monies deposited by the Foundation under the contract will only be used to support Delaware State University Foundation activities;
- F. A provision specifying that the contract may be extended for up to two (2) more annual periods based on current year performance and the continuing financial integrity of the bank being maintained;
- G. All standard contract provisions generally required of contracts with the University.

Commitment and Non-Collusion Statement

This is to certify that the undersigned vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Delaware State Foundation.

This is to further certify that the signed delivery of this bid represents the vendor's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions. This statement is signed by an official of the bank who is authorized to enter the bank into a legal agreement with Delaware State Foundation.

NAME OF BANK

ADDRESS OF BANK

AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

PHONE NUMBER

FAX

SIGNATURE OF OFFICIAL

DATE

FEDERAL EMPLOYER IDENTIFICATION NUMBER

DELAWARE BUSINESS LICENSE NUMBER

BELOW MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDRED

SWORN AND SUBSCRIBED before me this _____ day of _____ 20__.

City of _____

County of _____

State of _____

My Commission Expires: _____

Notary Public

This Statement must be completed and signed before contract is awarded.

SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS
ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING
INSTRUCTIONS:

SECTION 200.1 Presentation of Bids

A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.

B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State Foundation, 1200 N. DuPont Highway, Dover, Delaware, 19901-2275, not later than the time state in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

Contract No.:

Name of Bidder:

Date of Opening: May 15, 2015, 3:00 P.M.

C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. Delaware State Foundation reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

SECTION 200.2 Bid Guaranty

A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State Foundation in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the

unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the Foundation, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the Foundation may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

SECTION 200.3 Bid Withdrawal

A. A bidder may withdraw his bid after it has been deposited with the Foundation if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid is for any reason, unacceptable to the Foundation.

SECTION 200.4 Bid Openings

A. Bids will be opened publicly and read at the place designated by the Foundation, on the date and at the hour set forth in the advertisement. Bidders or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

SECTION 200.5 Rejection of Bids

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the Foundation.

D. Delaware State Foundation may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the Foundation is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State Foundation reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

SECTION 200.6 Notification of Award and Agreement

A. Upon notification by Delaware State Foundation that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the Foundation, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The

cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the Foundation after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the Foundation and received by the successful bidder.

C. The Foundation reserves the right to award this contract to more than one vendor pursuant to 29 Del. C. §6926. The Foundation reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the Foundation.

SECTION 200.7 Termination of Contract

A. Delaware State Foundation reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this request for proposal, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the Foundation materials, products, workmanship or service which is, in the opinion of the Foundation, of an unacceptable quality.

SECTION 200.8 Performance, Labor & Material Payment Bond

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the Foundation awarding contract to the next lowest responsible bidder.

SECTION 200.9 Non-Collusion Statement

A. Delaware State Foundation requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

SECTION 200.10 Compliance Certificate

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

SECTION 300.00 GENERAL CONDITIONS

SECTION 300.1 Interpretation of Estimates

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State Foundation reserves the right to increase, or decrease the quantity of any item as deemed necessary.

SECTION 300.2 Prices Quoted

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State Foundation freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State Foundation does receive Federal Grants; therefore, all bidders should keep in mind that the Foundation is entitled to the privilege of using GSA contracts.

SECTION 300.3 Use of Trade Names

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State Foundation. However, Delaware State Foundation reserves

the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

SECTION 300.4 Or Equal Bids

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State Foundation to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State Foundation shall be the sole judge of equivalencies.

SECTION 300.5 Merchandise Sample

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

SECTION 300.6 Warranty

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State Foundation.

C. The contractor must submit warranty to the Foundation that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the Foundation and will be rejected if found defective in any way, and not conforming with specifications.

SECTION 300.7 Delivery

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly or indirectly to the Foundation shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

SECTION 300.8 Liquidated Damages

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State Foundation from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

SECTION 300.9 Laws to be Observed

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State Foundation and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State Foundation.

SECTION 300.10 Contract Documents

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State Foundation reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the Foundation.

SECTION 300.11 Obligation of Bidder

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

SECTION 300.12 Billing

A. The successful bidder(s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State Foundation
Accounts Payable
1200 N. DuPont Highway
Dover, DE 19901-2275**

SECTION 300.13 Terms of Payment

A. Delaware State Foundation will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State Foundation may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

SECTION 300.14 Funding Out

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State Foundation Board of Trustees.

SECTION 400.00 SPECIAL PROVISIONS:

The following “Special Provisions” shall be considered by all Bidders as part of this Contract:

- 400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 3:00 P.M., May 15 2015. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 321, of the Administration Building, Delaware State Foundation, 1200 N. DuPont Highway, Dover, DE 19901-227, and will be publicly opened at the time and date indicated above.
- 400.1 CONTRACT REQUIREMENTS: This contract will be issued to provide Marketing, Advertising and Design Services for Delaware State Foundation.
- 400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid for the agreed upon period of the deliverables.
- 400.3 POINT OF CONTACT: The sole point of contact for purposes of this Request for Proposal (RFP) is Jessica Wilson, Delaware State Foundation, (302) 857-6272. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.
- 400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied or unless further negotiations are deemed necessary by Delaware State Foundation. The prices quoted are those for which the material will be furnished F.O.B. Delaware State Foundation and include all charges that may be imposed during the period of the contract.
- The pricing policy that you choose to submit must address the following concerns
- a. The structure must be clear, accountable and auditable.
 - b. It must cover the full spectrum of services required.
 - c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.
- 400.5 BID BOND REQUIREMENTS: Waived
- 400.6 PERFORMANCE BOND REQUIREMENTS: Waived
- 400.7 BASIS OF AWARD: This contract shall be awarded to the most responsible bidder(s) who best meets the requirements of the Foundation and the terms and conditions of the Proposal. Delaware State Foundation reserves the right to make a multiple awards on this Contract. See Scope of Work Section for grading criteria.
- 400.8 PRE-BID MEETING: Waived
- 400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.
- 401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State Foundation harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as required by the Foundation in this agreement.
- 401.1 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product**

and/or service on the open market. Any differences in the cost between the contract prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

- 401.2 FORCE MAJEURE: Neither the vendor nor the Foundation shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.
- 401.3 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this Request for Proposal and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State Foundation.

The following "Special Provisions" shall be considered by all Bidders as part of the Contract:

- 401.4 AMENDMENTS: The Foundation reserves the right to amend this RFP at any time prior to the opening date. Addendums, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail or fax to all prospective respondents who have picked up or were mailed specifications. All amendments issued by the Foundation must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**
- 401.5 PUBLIC INFORMATION: Respondents must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.
- 401.6 SITE INVESTIGATION: As applicable, respondents are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.
- 401.7 TERMINATION FOR CONVENIENCE: Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by Delaware State Foundation. The Foundation may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.
- 401.8 TERMINATION FOR CAUSE: If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, Delaware State Foundation shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of Delaware State Foundation, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to Delaware State Foundation.

- 401.9 **AUTHORITY OF DELAWARE STATE FOUNDATION:** On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of Delaware State Foundation shall be final and binding.
- 402.0 **MOST FAVORED CUSTOMER:** The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.
- 402.1 **SHIPPING TERMS:** F.O.B. destination; freight prepaid.
- 402.2 **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, advertising & design materials & artwork (native files), market research studies & findings, documents related to campaigns, marketing, branding and media planning, creations, or inventions created or developed in the performance of this contract shall become the sole property of Delaware State Foundation. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to Delaware State Foundation to evidence the Foundation's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- 402.3 **EXCEPTIONS:** Respondents may elect to take minor exception to the terms and conditions of this RFP. Delaware State Foundation will evaluate each exception according to the intent of the terms and conditions contained herein, but Delaware State Foundation shall reject exceptions that do not conform to the Foundation's bid law and/or create inequality in the treatment of respondents. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.
- 402.4 **FORMAL CONTRACT AND/OR PURCHASE ORDER:** No employee of the Contractor(s) is to begin any work prior to receipt of a Delaware State Foundation Purchase Order signed by authorized representatives of the Foundation requesting service, properly processed through the Foundation's Accounting Office. An email, purchase order, telephone call, fax or credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

SECTION 500.00 SPECIFICATIONS:

All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:

- 500.1 **COMPLIANCE:** Unless the offer expressively states otherwise, the respondents agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.
- 500.2 **NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION:** The Contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

- 500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.
- 500.4 BID/PROPOSAL SUBMITTAL: All bids or proposals must be submitted in the envelope provided with this package. Take care to identify your firm in the space provided on the face of the envelope. Envelopes must be sealed and submitted on or before the date and time specified herein.
- 500.5 SPECIFICATIONS: The successful bidder (s) shall provide the following items, meeting at a minimum the specifications/scope of work as listed:
- 501.0 SCHEDULE FOR PERFORMANCE OF WORK: All work described in these specifications shall be completed with reasonable promptness. As used in this Section, Delaware State Foundation shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and Delaware State Foundation will forthwith proceed to collect for nonperformance of work.
- 501.1 TIME OF PERFORMANCE: The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.
- 501.2 PERSONNEL:
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
 - b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
 - c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.
- 501.3 METHOD OF PAYMENT:
- a. For each P.O. issued as part of this contract, Delaware State Foundation will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing to include billable hours.
 - b. No premium time for overtime will be paid without prior written authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
 - c. Charges exceeding the estimate amount may not be billed without prior written authorization from Delaware State Foundation.
- 501.4 CHANGES: Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between Delaware State Foundation and the Contractor shall be incorporated in written amendments to the Purchase Order.

- 501.5 **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:** No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. Delaware State Foundation shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that Delaware State Foundation agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for Delaware State Foundation's support shall be given in the publication.
- 501.6 **AUDIT ACCESS TO RECORDS:** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to Delaware State Foundation, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official Delaware State Foundation representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of Delaware State Foundation or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to Delaware State Foundation for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.
- 501.7 **AMENDMENTS:** This contract may be amended, in writing, by mutual agreement of the parties.
- 501.8 **WORK PRODUCT AND FILES:** Any and all work product to include electronic files, documents, web production, etc. are considered property of Delaware State Foundation. All native, print and web-ready files must be provided to the Foundation upon completion of each P.O.

Delaware State Foundation

Banking – DSU Foundation Inc.

Contract No. 15-04-17-03

Vendor

Authorized Signature/Date

Address

Printed Name

City, State Zip Code

Telephone Number

Fax Number

E-Mail Address

Federal EI Number